

PAY@ & PICK N PAY ASAP! COMPETITION

TERMS AND CONDITIONS

1 TERMS AND CONDITIONS

- 1.1 The promoters of this competition are Pick n Pay Retailers Pty Ltd ("Pick n Pay") (registration number: 1973/004739/07) a company incorporated in the Republic of South Africa and having its registered address at 101 Rosmead Avenue, Kenilworth, 7708, and Pay@ Services (Pty) Ltd (registration number: 2007/011658/07) a company incorporated in the Republic of South Africa and having its registered address at Suite 4 Ground Floor, Old College Building, 35 Church Street, Stellenbosch, 7600, ("**Pay@**"). Pay@ and Pick n Pay shall alternatively be referred to as the "**Promoters**").
- 1.2 All persons entering ("**the Entrants**") the Pay@ & Pick n Pay asap! Competition ("**the Promotional Competition**", alternatively "**the Competition**") agree that the competition rules as set out in these terms and conditions are binding on them. A copy of these terms and conditions is available at www.picknpay.co.za

2 IMPORTANT NOTICE

- 2.1 **These terms and conditions and competition rules contain certain terms and conditions which appear in similar text style to this clause and which:**
- 2.1.1 **may limit the risk or liability of the Promoter or a third party; and/or**
 - 2.1.2 **may create risk or liability for the Entrant; and/or**
 - 2.1.3 **may compel the entrant to indemnify the Promoter or a third party; and/or**
 - 2.1.4 **serves as an acknowledgment of a fact by the Entrant.**
- 2.2 **The Entrant's attention is drawn to these terms and conditions because they are important and should be carefully noted.**
- 2.3 **The Entrant cannot be a juristic person and must be an individual.**
- 2.4 **Nothing in these terms and conditions is intended to or must be understood to, unlawfully restrict, limit, or avoid any rights or obligations, as the case may be, created for either the entrant or the promoter in terms of the Consumer Protection Act, 68 of 2008 ("the CPA").**

2.5 **The Entrant acknowledges that by submitting his or her entry to the competition he/or she has been given an appropriate opportunity to first read these terms and conditions before entering and that he/or she understands and agrees to the terms and conditions.**

2.6 **All Entrants to this promotional competition participate entirely at their own risk. By reading and accepting these terms and conditions, the entrant gives consent to these risks and hereby indemnifies and holds harmless the promoters and Pick n Pay and all entities in the Pick n Pay Group and Pay@, their directors, employees, and agents of any liability on any damage, cost, injuries, and losses of whatever nature sustained as a result of their participation in the competition and related events and activities, save where such damage, cost, injuries, and losses are sustained as a result of the gross negligence or wilful misconduct of any indemnified party.**

3 RULES OF THE COMPETITION

3.1 This Promotional Competition opens at 00:01 on 27 October 2025 and closes at midnight on 30 November 2025.

3.2 The competition is open to all registered Pick n Pay Smart Shoppers nationally.

3.3 To enter the Competition the Entrant must download the Pick n Pay asap! app and make a bill payment using the Pay@ reference number from the list of over 500 available billers. The Entrant must also ensure that their Smart Shopper card number is used when completing the payment. Each successful payment will automatically count as one (1) entry.

3.4 The prize:

3.4.1 Entrants stand a chance to win a share of R20 000 (twenty thousand rand) Pick n Pay Smart Shopper Points.

3.4.2 Twenty (20) winners will each receive R 1000 (one thousand rand) worth of Smart Shopper points each.

3.4.3 There will be twenty (20) winners in total.

3.5 Entrants may enter the competition as many times as they wish during the competition period, provided that each entry is associated with a separate qualifying transaction as state in clause 3.3. Each complete transaction shall result in one (1) automatic entry per completed transaction.

3.6 Prizes are not transferable and may not be exchanged for cash or other prizes.

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- 3.8 **The entrant further indemnifies the promoters against any loss, fraud or damage which may be suffered by taking part in the competition, including any claims related to the prizes. All risks associated with the prize shall transfer to the winner once awarded.**
- 3.9 **The Smart Shopper points awarded shall be subjected to the standard Smart Shopper terms and conditions, found at <https://www.pnp.co.za/pnpstorefront/smart-shopper-t&c> . Smart Shopper points are valid for 12 months from date of award. The winner will forfeit the prize or the remaining balance at the end of the validity period.**
- 3.10 To qualify as an entrant for this promotional Competition, the Entrant:
- 3.10.1 must be a resident in SA and/or have the relevant permit to be in SA.
- 3.10.2 must provide correct and full personal details, as required;
- 3.10.3 must be 18 years old or older;
- 3.10.4 cannot be a juristic entity and must be an individual; and
- 3.10.5 must be a registered Pick n Pay Smart Shopper.
- 3.11 The promoters, Pick n Pay, any entity in the Pick n Pay Group or Company and Pay@, their directors, members, partners, employees, agents or consultants, the suppliers of goods or services in connection with this Competition, or any other person who directly or indirectly controls or is controlled by the above-named parties and their respective spouses, life partners, business partners or immediate family members are not permitted to participate in this Competition.

4 SELECTION OF WINNERS

- 4.1 Winners will be selected within four (4) weeks of the competition closure date (this date is subject to change without notice).
- 4.2 Entrants to whom prizes will be awarded will be selected through a random draw.
- 4.3 Winners will be contacted via email or telephonically within four (4) weeks of the competition closure date (this date is subject to change without notice). Pick n Pay and Pay@, reserve the right to disqualify a winner if he/she does not respond to the email or telephone call within one (1) week of winner selection and randomly select a replacement winner from the competition entries. In such

circumstances, the replacement winner shall be contacted via email or telephonically by Pick n Pay as soon as reasonably practicable and shall be required to respond to Pick n Pay in the manner set out in such correspondence. If the replacement winner fails to respond to Pick n Pay as required, then the provisions of this clause shall apply to that new winner in the same way as if he/she were the original winner. If the selected winner does not have any contact details a redraw will need to take place immediately.

- 4.4 Pick n Pay and Pay@, reserve the right to amend the terms and conditions as well as terminate the Competition at any time. In the event of such termination, all participants agree to waive any rights that they may have in terms of the Competition and acknowledge that they will have no recourse against Pick n Pay, Pay@, its advertising agencies, advisors, suppliers, and nominated agents.

5 DATA PRIVACY

- 5.1 Personal Information means information relating to an identifiable, living, natural person and where its applicable, an identifiable, existing juristic person including but not limited to defined in the Protection of Personal Information Act ("POPIA").
- 5.2 The entrants hereby agree (consent) to provide the promoter with the relevant personal information required in order to enter the promotion as well as allow the promoter to share the personal information with the designated third-parties.
- 5.3 In addition, the entrant also agrees to the promoter's Privacy Policy which can be found at <https://www.pnp.co.za/privacy-policy>.
- 5.4 All personal information shared within the context of the promotion will be treated as confidential and shall only be processed for the sole purpose of the promotion. Any other processing of any personal information by the designated third-parties and promoter ("all parties") is prohibited.
- 5.5 It is the responsibility of the entrant to provide accurate personal information otherwise the promoter would not be able to comply with the Data Protection and Privacy Laws of South Africa.

6 GENERAL

- 6.1 By entering the competition following its terms, you are entering a promotional competition for the Consumer Protection Act, 2008 ("**CPA**") and the promotional competition will be conducted by the relevant provisions of the CPA. Should you win a prize in the competition, you undertake to expeditiously do all things necessary to enable the promoter/sponsor to comply with its obligations under the CPA including, but not limited to (i) providing such personal information as may be

required to facilitate handing over the prize (including providing proof of address and identity number) and (ii) signing receipt of the prize upon its delivery.

- 6.2 The names of the prize winners will be published on the Pick n Pay and Pay@, Websites, subject to the winners' consent.
- 6.3 Winners may be requested to take part in the promoter's publicity campaigns or to allow their names and likenesses to be used by the promoter for promotional purposes. Winners are, however, entitled to decline such requests.
- 6.4 The promoters shall conduct the competition, and the Promoters' decision on any matter related to the competition, including the selection of prize winners is final and no correspondence will be entered into.
- 6.5 A copy of these rules can be found at www.picknpay.co.za Any queries can be answered by reference to the website or by calling the consumer services division on 0860 30 30 30 during office hours throughout the competition.